

IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

Steer Machine Tool & Die Corporation

Plaintiff

vs.

SS Niles Bottle Stoppers, LLC and  
Ruth Niles

Defendants

CIVIL ACTION NOS

3:18-CV-00204

3:20-CV-01234

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**MOTION**

AND NOW, this 25<sup>th</sup> day of June, 2021, upon Motion of the parties, Plaintiff, Steer Machine Tool & Die Corporation, and Defendants, SS Niles Bottle Stoppers, LLC and Ruth Niles, and through their respective counsels, Brigid E. Carey, Esquire and Anthony T. Lucido, Esquire, do hereby move the Honorable Court as follows:

1. Attached hereto and made a part hereof as **Schedule I** is the counterpart execution of the Settlement Agreement in each and both of the above litigations.
2. Attached hereto and made a part hereof as **Schedule II** is the Addendum to the said Settlement Agreement in each and both of the above litigations.
3. The said executions hereof have been secured by the respective counsels of Defendant and Plaintiff of both the Settlement Agreement (Schedule I) and the Addendum (Schedule II) are to be treated as one instrument for the resolution of both the above-captioned litigations.
4. The said parties through this Motion move the Honorable Court to order the Settlement Agreement (Schedule I) and Addendum (Schedule II) attached hereto on this Motion,

entered as the disposition of these matters (USDC Middle District of PA Civil Action 3:18-CV-00204 and 3:20-CV-01234) as if the said contents of the Settlement Agreement (Schedule I) and Addendum (Schedule II) were set out at length in this Court Order; and that the Court retains jurisdiction to hear disputes arising out of the Settlement Agreement (Schedule I) and Addendum (Schedule II).

5. The Court does find that the parties have consented to the jurisdiction of the Magisterial Judge and accordingly, this Honorable Magisterial Judge will enter the attached Order accepting the Settlement Agreement (Schedule I) and Addendum (Schedule II) as if set out in length in the Order as the settlement of the above litigations, and the Court will retain jurisdiction to enforce the said Settlement Agreement (Schedule I) and Addendum (Schedule II).

Respectfully submitted,

/s/ Brigid E. Carey

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/s/ Anthony T. Lucido

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